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6 **UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF OREGON**

DENISE and KENNETH COOK,

Plaintiffs,

v.

**BENEFICIAL OREGON INC., a Delaware
Corporation;**

**SHAPIRO & SUTHERLAND, LLC, a
Washington State LLC;**

Defendants.

} **Case No. 10-CV-3121-PA**
} **PLAINTIFFS VERIFIED CONCISE**
} **STATEMENT OF MATERIAL FACTS IN**
} **SUPPORT OF MOTION FOR SUMMARY**
} **JUDGMENT**

8 **PROMISSORY NOTE**

9 1. Defendants have failed to comply with this courts order (dkt #22, pg 2):

10 "Within 10 days, defendant shall submit a chain of title for the
11 Promissory Note and Deed of Trust at issue. This chain of title should
12 include all transfers/assignments/etc of any interest, including the
13 beneficial interest, in the note and the deed. **Defendant shall also submit**
14 **information regarding the present location of the original note.**
15 **Defendant shall obtain possession of the original note and produce it**
16 **upon the courts request.**"

17 1. Defendants have filed multiple copies (dkt #13-1 and dkt #29-1) of "a promissory note".
18 2. Defendant's have not indicated location of said "promissory note(s)".
19 3. Defendant's have not indicated they are ready to produce "a promissory note" upon the
20 courts request.

21 4. Defendant Beneficial's copy of a "promissory note" listed in docket #13-1 (pg 2)
22 indicates a "Loan Number" that is **partially** crossed out by hand and has a different number that is
23 hand written. These handwritten modifications are not initialed or signed by any party.

24 5. Defendant Beneficial's copy of a "promissory note" listed in docket #29-1 (pg 2)
25 indicates a "Loan Number" that is **fully** crossed out by hand and has a different number handwritten.
26 These handwritten modifications are not initialed or signed by any party.

27 6. Defendant Beneficial has filed copies of two "promissory notes" (dkt #13-1 and dkt
28 #29-1) which do not even match each other!

29 **IS BENEFICIAL LOAN SERVICER AS DEFENDANTS CLAIM?**

30 7. Defendants claim (dkt #28, pg 2 § 8. and dkt #29, pg 2 § 5.) that Beneficial has always
31 serviced the plaintiffs loan.

32 8. Plaintiffs 2008 Mortgage Interest Statement, (Offer of Proof: Exhibit 13, True Copy of
33 2008 Form 1098) lists the "recipient/lender's" address as: 2700 Sanders Road, Prospect Heights, IL
34 60070. This is the same address as listed in plaintiffs exhibit 1 (dkt #19-1, bottom of pg 10 of 230 or
35 bottom of pg S-1) that is listed as "The Sponsor" HSBC Finance Corporation (of the Pooling and
36 servicing agreement). In addition, the phone number listed under the "lenders" address is "800-333-
37 7023". This is the same phone number listed for "HSBC Mortgage Services" (Offer of Proof: Exhibit
38 14, True Copy of HSBC Mortgage Services web page). Upon calling this number (800-333-7023), one
39 hears the message "thank you for calling HSBC Mortgage Services".

40 9. Plaintiffs checking statement (Offer of Proof: Exhibit 15, True Copy of KeyBank June
41 6, 2008 statement) shows "Direct Withdrawal" on 6-4-2008 by "Hsbc Cl-Hms". Defendant Beneficial
42 or any similar name is not listed.

43 10. Plaintiffs checking statement (Offer of Proof: Exhibit 16, True Copy of SOFCU
44 December 31, 2008 statement) shows withdrawal on 12-1-2008 by "HSBC CL-HMS". Defendant
45 Beneficial or any similar name is not listed.

46 11. Plaintiffs checking statement (Offer of Proof: Exhibit 17, True Copy of SOFCU
 47 December 31, 2009 statement) shows withdrawal on 12-15-2009 by "HSBC CL-HMS". Defendant
 48 Beneficial or any similar name is not listed.

49 12. "HSBC Finance Corporation is the servicer" of loans that defendant Beneficial sold to
 50 the depositor of the loan pool. (dkt 19-1/Exhibit 1, pg S-2 § 3).

51 13. Defendant Beneficial claims (dkt #28, pg 2 § 6 and dkt #29, pg 2 § 5) that plaintiffs
 52 have made an assertion that their "loan" is a Home Equity Line Of Credit (HELOC). At no time have
 53 plaintiffs made any such claim nor have filed any such statement with this court.

54 14. The description of the "Loan Pool" (dkt #19-1, last paragraph of pg S-29) describes the
 55 "Pay Right Rewards" feature and that a "substantial majority" of loans in the pool contain this feature.

56 15. Defendants copy of "a promissory note" (dkt 13-1, pg 6 ¶ 2) discusses the "Pay Right
 57 Rewards Program provision of this agreement".

58 16. Plaintiffs received in their original loan document package a "Pay Right Rewards"
 59 pamphlet and "Congratulations" letter that describe the "Pay Right Rewards" program (Offer of Proof:
 60 Exhibit 18, True Copy of "Pay Right Rewards Pamphlet" cover page and "Congratulations" letter).

61 Dated this 23 day of March, 2011.

62 Denise Cook
 63 Denise Cook.

Kenneth Cook
 Kenneth Cook.